

EXHIBIT 3

MENKEN SIMPSON & ROZGER LLP

80 Pine Street, 33rd Fl.

New York, NY 10005

T: 212-509-1616

F: 212-509-8088

bmenken@nyemployeeelaw.com

RETAINER AGREEMENT

It is agreed that [REDACTED] ("client"), hereby retains the law firm of Menken Simpson & Rozger LLP ("attorneys"), for legal representation on the following terms:

1. The subject of this retainer is the attorneys' representation of the client to obtain an enhanced separation package. Tasks that may be performed include consultation with client, review of documents, legal research, legal drafting, negotiations with counsel, review and negotiation of separation agreement terms.

2. The client agrees to pay Bruce E. Menken, partner and primary attorney in this matter, his regular rate of \$650 per hour for his work. Should there be work that can be successfully performed by a MSR associate attorney, Menken will assign and supervise that associate attorney who will work at his/her regular rate, ranging between \$300-\$400 per hour. It is anticipated that Menken will perform all work.

3. The client upon signing this agreement has paid a retainer fee toward representation in the above matter in the amount of \$6,500. This fee shall be deposited into the attorneys' trust account on behalf of the client and monies earned thereafter will be deposited into the attorneys' operating account with notice to the client.

4. Upon the exhaustion of the retainer fee stated above, the client shall, at the attorneys' request, either replenish the initial retainer or promptly pay the attorneys' bill. If the client refuses to replenish the initial retainer or fail to pay any bill within thirty (30) days of delivery, the attorneys may, at their discretion, terminate this agreement and shall not be obligated to perform any additional legal services on behalf of the client.

If this matter is completed and the above referenced retainer fee is not exhausted, the attorneys shall promptly return the remaining retainer fee or any other remaining fees to the client.

5. All time expended on the client's case is billed, including but not necessarily

limited to, time expended on telephone calls for any reason involving the client's matter (incoming and outgoing), conferences, travel time (billed at one-half the above hourly rate), waiting time in conferences or meetings, conferences or meetings, preparation time, negotiations, drafting, legal research, electronic correspondence, etc., in units of one-tenth (1/10th) of an hour with a one-tenth (1/10th) hour minimum.

6. The client shall also be responsible for all costs and disbursements reasonably necessary to the proper performance of the legal services, including, but not necessarily limited to courier services, excessive legal research fees, travel fees, excessive copying fees and any other costs arising in this matter. Costs and disbursements incurred in this matter are unlikely to exceed \$200.

7. The client understands that this agreement does not include the commencement of litigation or an arbitration. If either is appropriate and necessary, we will discuss what terms, if any, are appropriate to represent the client's interests and seek to come to an agreement to proceed.

8. If you dispute that you owe any attorney's fees that may be billed by our firm, you have the right to elect to resolve that dispute by arbitration, under the Rules of the Chief Administrator of the New York Courts, Part 137. This arbitration proceeding is not available if the dispute is for less than \$1,000 or more than \$50,000. If I learn that such a dispute exists, I will send you a notice telling you how to file for arbitration.

9. This is the entire agreement between us. It may only be modified by a writing signed by both us. By signing this agreement, you indicate that you have read it, fully understand it, and agree to its terms.

DATED: New York, New York
July 28, 2021



BERANBAUM MENKEN LLP

80 Pine Street, 33rd Fl.

New York, NY 10005

T: 212-509-1616

F: 212-509-8088

bmenken@nyemployeeelaw.com

RETAINER AGREEMENT

It is agreed that ("client"), hereby retains the law firm of Beranbaum Menken LLP ("attorneys"), for legal representation on the following terms:

1. The subject of this retainer is the attorneys' representation of the client concerning various employment law related issues.

2. The client agrees to pay Bruce E. Menken, partner and primary attorney in this matter, his regular rate of \$650 per hour for his work. Should there be work that can be successfully performed by a Beranbaum Menken associate attorney, Menken will assign and supervise that associate attorney who will work at his/her regular rate, ranging between \$300-\$400 per hour. It is anticipated that Menken will perform all work.

3. The client upon signing this agreement has paid a retainer fee toward representation in the above matter in the amount of \$6,500.00. This fee shall be deposited into the attorneys' trust account on behalf of the client and monies earned thereafter will be deposited into the attorneys' operating account with notice to the client.

4. Upon the exhaustion of the retainer fee stated above, the client shall, at the attorneys' request, either replenish the initial retainer or promptly pay the attorneys' bill. If the client refuses to replenish the initial retainer or fail to pay any bill within thirty (30) days of delivery, the attorneys may, at their discretion, terminate this agreement and shall not be obligated to perform any additional legal services on behalf of the client.

If this matter is completed and the above referenced retainer fee is not exhausted, the attorneys shall promptly return the remaining retainer fee or any other remaining fees to the client.

5. All time expended on the client's case is billed, including but not necessarily limited to, time expended on telephone calls for any reason involving the client's matter (incoming and outgoing), conferences, travel time (billed at one-half the above hourly rate),

waiting time in conferences or meetings, conferences or meetings, preparation time, negotiations, drafting, legal research, etc, in units of one-tenth (1/10th) of an hour with a one-tenth (1/10th) hour minimum.

6. The client shall also be responsible for all costs and disbursements reasonably necessary to the proper performance of the legal services, including, but not necessarily limited to courier services, legal research fees, travel fees, excessive copying fees and any other costs arising in this matter. Costs and disbursements incurred in this matter are unlikely to exceed \$200.

7. The client understands that this agreement does not include the commencement of litigation or an arbitration. If either is appropriate and necessary, we will discuss what terms, if any, are appropriate to represent the client's interests and seek to come to an agreement to proceed.

8. If you dispute that you owe any attorney's fees that may be billed by our firm, you have the right to elect to resolve that dispute by arbitration, under the Rules of the Chief Administrator of the New York Courts, Part 137. This arbitration proceeding is not available if the dispute is for less than \$1,000 or more than \$50,000. If I learn that such a dispute exists, I will send you a notice telling you how to file for arbitration.

9. This is the entire agreement between us. It may only be modified by a writing signed by both us. By signing this agreement, you indicate that you have read it, fully understand it, and agree to its terms.

DATED: New York, New York
May 31, 2020



BERANBAUM MENKEN LLP

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New York, NY 10005

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F: 212-509-8088

bmenken@nyemployeeelaw.com

RETAINER AGREEMENT

It is agreed that [REDACTED] hereby retains the law firm of Beranbaum Menken LLP, for legal representation on the following terms:

1. The subject of this retainer is the attorneys' representation of the client concerning various employment law related issues including, but not limited to, prosecuting and defending his interests in a potential arbitration proceeding against his employer [REDACTED]

2. The client agrees to pay Bruce E. Menken, partner and primary attorney in this matter, his regular rate of \$650 per hour for his work. Should there be work that can be successfully performed by a Beranbaum Menken associate attorney, Menken will assign and supervise that associate attorney who will work at his/her regular rate, ranging between \$300-\$400 per hour. It is anticipated that Menken will perform most work.

3. The client upon signing this agreement has paid a retainer fee toward representation in the above matter in the amount of \$5,000.00. This fee shall be deposited into the attorneys' trust account on behalf of the client and monies earned thereafter will be deposited into the attorneys' operating account with notice to the client.

4. Upon the exhaustion of the retainer fee stated above, the client shall, at the attorneys' request, either replenish the initial retainer or promptly pay the attorneys' bill. If the client refuses to replenish the initial retainer or fail to pay any bill within thirty (30) days of delivery, the attorneys may, at their discretion, terminate this agreement and shall not be obligated to perform any additional legal services on behalf of the client.

If this matter is completed and the above referenced retainer fee is not exhausted, the attorneys shall promptly return the remaining retainer fee or any other remaining fees to the client.

5. All time expended on the client's case is billed, including but not necessarily limited to, time expended on telephone calls for any reason involving the client's matter

(incoming and outgoing), conferences, travel time (billed at one-half the above hourly rate), waiting time in conferences or meetings, conferences or meetings, preparation time, hearing appearances, court appearances, negotiations, drafting, legal research, etc, in units of one-tenth (1/10th) of an hour with a one-tenth (1/10th) hour minimum.

6. The client shall also be responsible for all costs and disbursements reasonably necessary to the proper performance of the legal services, including, but not necessarily limited to filing fees, arbitration fees, expert witness fees, process service fees, deposition and hearing transcript fees, courier services, legal research fees, travel fees, excessive copying fees and any other costs arising in this matter. Costs and disbursements incurred that exceed \$500 require client's approval.

7. The client understands that this agreement does not include the prosecution or defense of any appeal. If either is appropriate and necessary, we will discuss what terms, if any, are appropriate to represent the client's interests and seek to come to an agreement to proceed.

8. If you dispute that you owe any attorney's fees that may be billed by our firm, you have the right to elect to resolve that dispute by arbitration, under the Rules of the Chief Administrator of the New York Courts, Part 137. This arbitration proceeding is not available if the dispute is for less than \$1,000 or more than \$50,000. If I learn that such a dispute exists, I will send you a notice telling you how to file for arbitration.

9. This is the entire agreement between us. It may only be modified by a writing signed by both us. By signing this agreement, you indicate that you have read it, fully understand it, and agree to its terms.

DATED: New York, New York
July 31, 2020

